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Collective Bargaining Agreements

10-18-1937

Seattle - King County Retail Druggists Association, Seattle Retail Drug Distributors Association and Retail Food and Drug Clerks Union, Retail Clerks International Protective Association, Local 1105, AFL (1937)

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Seattle - King County Retail Druggists Association, Seattle Retail Drug Distributors Association and Retail Food and Drug Clerks Union, Retail Clerks International Protective Association, Local 1105, AFL (1937)

Location

Seattle, WA

Effective Date

10-18-1937

Expiration Date

10-1-1938

Employer

Seattle - King County Retail Druggists Association; Seattle Retail Drug Distributors Association

Union

Retail Food and Drug Clerks Union, Retail Clerks International Protective Association

Union Local

1105

NAICS

44

Sector

Private

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Comments

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ARTICLES OF AGREEMENT

between

Retail Food and Drug Clerks Local Union Number 1105
Retail Clerks International Protective Association
Affiliated with the American Federation of Labor

and

Seattle-King County Retail Druggists Association
and
Seattle Retail Drug Distributors Association

This agreement mutually entered into this 18th day of October, 1937, by and between Retail Food and Drug Clerks Local Union Number 1105, R. C. I. P. of Seattle and Vicinity, hereinafter called the Union, and the Seattle-King County Retail Druggists Association and Seattle Retail Drug Distributors Association, hereinafter called the Employer.

WITNESSETH: That for the mutual benefit of the parties hereto it is hereby expressly understood that the following shall be the scale of wages, the limitation of hours, and the rules and working conditions to be observed by both parties to this agreement.

1. The Employer agrees to employ as Pharmacists and Salespersons only members in good standing of the Union; except that the Employers shall be permitted to hire non-members of the Union provided that said non-members shall immediately make application and within thirty (30) days become members of the Union.

(a) The Employer shall be the sole judge as to the competency of the Pharmacists and Salespersons in his employ and retains the right to discharge, provided, however, that no Pharmacist or Salesperson shall be discharged or discriminated against for Union activity.

(b) It is understood that all Pharmacists and Salespersons employed at the time of the signing of this Agreement shall be accepted as members of the Union.

2. Forty-eight (48) hours per week, not to exceed Thirteen (13) continuous hours in any one day, nor six days (6) in any one week shall constitute the work week for all employee Pharmacists and Salespersons.

(a) Pharmacists and Salespersons may work the seventh day in any one week, provided they are given compensating time off within the following four (4) weeks.

(b) The first six (6) hours of overtime in any one week shall be paid at straight time.

(c) Overtime in excess of six (6) hours in any one week shall be paid at the rate of time and one-half.

(d) In computing overtime, over fifteen (15) minutes and not to exceed one-half hour shall be a half-hour. Over one-half hour shall be a full hour.

(e) The following holidays shall be observed as in the past: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(f) Pharmacists and Salespersons after one (1) year's continuous service with one employer shall be entitled to one (1) continuous week's vacation each year with full pay. Time to be designated by the Employer.

(g) There shall be a definite daily starting time for each Pharmacist

and Salesperson and a regular pay day.

(h) Deductions in wages for time off due to illness or other causes are to be left to the discretion of the Employer.

3. The following shall be the minimum scale of Wages:

	Men Steady	Women Steady	Men Extra or part time	Women Extra or pt time	
Head Pharmacist or Head Salesperson	\$35.00		\$0.80		Pe
Demonstrator.....	27.50		.63		"
Displayman.....	32.50		.76		"
Displayman's Helper.....	20.00		.46		"
Registered Pharmacist.....	\$32.50	\$27.50	\$0.75	\$0.63	"
Non-registered Clerk.....	25.00	20.00	.57	.46	"
Apprentice Registered Pharmacist...	25.00	22.50	.57	.52	"
Apprentice Non-registered clerk....	18.00	16.00	.41	.36	"

Store helpers, not waiting on customers, employed not to exceed twenty-four (24) hours per week 25¢ per hour.

(a) An Apprentice Registered Pharmacist shall be a registered graduate with less than one (1) year's experience after graduation.

(b) An Apprentice non-registered clerk shall be a non-registered clerk with less than one (1) year's experience in the retail drug industry.

(c) There shall be not more than one (1) Apprentice for each five (5) full time Pharmacists and/or Salespersons or fraction thereof in each store.

(d) There shall be a Head Pharmacist or Head Salesperson; and may in addition be a manager who shall not be required to be a member of the Union; in each store or department of a store in which four (4) or more regular full time Pharmacists or Salespersons are employed.

4. It is further expressly understood that no Pharmacist or Salesperson receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this agreement shall suffer by reason of its signing or adoption.

5. Aprons, uniforms or any special wearing apparel required by the Employer shall be furnished and laundered by the Employer.

6. It is also agreed that should any controversies arise between the parties to this agreement as to its true interpretation, or as to any matters not provided for in this agreement, the same shall be referred to a committee of two representatives to be named by the Employer and two to be named by the Union. Should these four be unable to agree within a period of seven (7) days, they shall immediately select a fifth disinterested party to serve with them as a Board of Arbitration, said Board to, within seven (7) days, render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.

7. The Union agrees, in consideration of the signing of this Agreement by the Employer, and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented or operated by the Employer, a Union Store Card, the property of and issued by the Retail Clerks International Protective Association.

8. The Union further also agrees that upon compliance with all other provisions of this agreement in a store where no Pharmacists or Salespersons are employed to accept the bona-fide owner or owners of said store into membership as non-active members of the Union and to lease to said store a Union Store Card as herein provided.

9. This agreement shall be in full force and effect from and after October 18, 1937 until October 1, 1938, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date, without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision on October 1st, 1938, and on each anniversary of said date upon written notice being served upon either party by the other, at least thirty (30) days prior to said date.

(a) Except that it is understood that this Agreement may be reopened on March 1st, 1938, by either party for wage negotiations only.

SEATTLE-KING COUNTY RETAIL DRUGGISTS ASSOCIATION

SEATTLE RETAIL DRUG DISTRIBUTORS ASSOCIATION

RETAIL FOOD AND DRUG CLERKS LOCAL UNION NO. 110
RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION
